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BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 34447

BUFFALO & PITTSBURGH RAILROAD, INC., ALLEGHENY & EASTERN
RAILROAD, INC., PITTSBURG & SHAWMUT RAILROAD, INC.,
AND BRADFORD INDUSTRIAL RAIL, INC. -
CORPORATE FAMILY MERGER TRANSACTION EXEMPTION

ENTERED
Office of Proceedings

DEC 23 2003

Part of
Public Record

VERIFIED NOTICE UNDER 49 C.F.R. §1180.2(d)(3)



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Attorneys for Applicants

Dated: December 22, 2003

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB FINANCE DOCKET NO. 34447

**BUFFALO & PITTSBURGH RAILROAD, INC., ALLEGHENY & EASTERN
RAILROAD, INC., PITTSBURG & SHAWMUT RAILROAD, INC.,
AND BRADFORD INDUSTRIAL RAIL, INC. -
CORPORATE FAMILY MERGER TRANSACTION EXEMPTION**

VERIFIED NOTICE UNDER 49 C.F.R. §1180.2(d)(3)

This Verified Notice is filed pursuant to 49 C.F.R. §1180.2(d)(3) by Buffalo & Pittsburgh Railroad, Inc. (“BPRR”), Allegheny & Eastern Railroad, Inc. (“ALY”), Pittsburg & Shawmut Railroad, Inc. (“PSRR”) and Bradford Industrial Rail, Inc. (“BIR”) (collectively “Applicants”) to exempt from regulation the proposed intr-corporate family merger of ALY, PSRR and BIR into BPRR. All of the involved corporations are wholly owned subsidiaries of Genessee & Wyoming Inc. (“GWI”). Concurrently with the proposed merger, certain physical assets comprising the rail lines of ALY and PSRR will be transferred to two newly formed wholly- owned subsidiaries of BPRR, Allegheny & Eastern Railroad, LLC and to Pittsburg & Shawmut Railroad, LLC, respectively. *See Allegheny & Eastern Railroad, LLC - Acquisition Exemption - Buffalo & Pittsburgh Railroad, Inc.*, STB Finance Docket No. 34448, and *Pittsburg & Shawmut Railroad, LLC - Acquisition Exemption - Buffalo & Pittsburgh Railroad, Inc.*, STB Finance Docket No. 34449. The operating authority of both ALY and PSRR will remain with BPRR.

Since all of the Applicants are within the GWI corporate family and will not result in adverse changes in service levels, operational changes, or a change in the competitive balance with carriers outside the corporate family, the transaction is exempt.

Notice

In accordance with 49 C.F.R. §1180.4(g), Applicants hereby provide the information required in 49 C.F.R. §1180.6(a)(1)(i)-(iii), (a)(5)-(6), and (a)(7)(ii):

(a)(1)(i) BPRR is a Class II carrier operating in western New York and western Pennsylvania. ALY, PSRR and BIR are all Class III carriers that operate in the same region of Pennsylvania. The rail lines of ALY, PSRR and BPRR meet and cross in a number of locations. All of the involved carriers are wholly owned subsidiaries of GWI.

Pursuant to an Agreement and Plan of Merger to be entered into by the parties, ALY, PSRR and BIR will be merged with and into BPRR, with BPRR as the surviving entity. BPRR will assume all of the rail operations of ALY, PSRR and BIR. For financing reasons, immediately after the merger, the physical assets comprising the rail lines of ALY and PSRR will be transferred to two newly formed wholly- owned subsidiaries of BPRR, Allegheny & Eastern Railroad, LLC and to Pittsburg & Shawmut Railroad, LLC, respectively. The new limited liability companies will conduct no rail operations, but will assume residual common carrier status by virtue of their ownership of the rail lines of ALY and PSRR. These transfers are the subject of separate filings being made concurrently with this one. *See Allegheny & Eastern Railroad, LLC - Acquisition Exemption - Buffalo & Pittsburgh Railroad, Inc.*, STB Finance Docket No. 34448, and *Pittsburg & Shawmut Railroad, LLC - Acquisition Exemption - Buffalo & Pittsburgh Railroad, Inc.*, STB Finance Docket No. 34449.

The merger, and the subsequent transfers, are transactions within the GWI corporate family that will not result in adverse changes in service levels, significant operational changes, or any change in the competitive balance with carriers outside of the GWI corporate family.

The full names and address of Applicants are:

Buffalo & Pittsburgh Railroad, Inc.
Allegheny & Eastern Railroad, Inc.
Pittsburgh & Shawmut Railroad, Inc.
Bradford Industrial Rail, Inc.
1200-C Scottsville Rd., Ste. 200
Rochester, NY 14624

The name, address and telephone number of the representative of Applicants who should receive correspondence are: Eric M. Hocky, Esquire, Gollatz, Griffin & Ewing, P.C.,
Four Penn Center, Suite 200, 1600 John F. Kennedy Blvd., Philadelphia, PA 19103-2808, (215) 563-9400.

(a)(1)(ii) The intra-corporate family merger is intended to be effective as of 12:01 A.M. on January 1, 2004 (more than seven days following the filing of this notice).

(a)(1)(iii) The merger will simplify GWI's corporate structure, streamline accounting, finance and management functions and facilitate improvements in operating efficiency for GWI's rail operations in western Pennsylvania and New York. The creation of the two new limited liability companies to hold the physical assets comprising certain of the rail lines to be operated by BPRR after the merger, will preserve certain favorable and funding arrangements.

(a)(5) The affected subsidiary railroads operate in the following states: BPRR (New York and Pennsylvania), ALY (Pennsylvania), PSRR (Pennsylvania) and BIR (Pennsylvania).

(a)(6) Attached as Exhibit A to this Notice of Exemption is a map of the rail lines of the Applicants.

(a)(7)(ii) A copy of the proposed Agreement and Plan of Merger among BPRR, ALY, PSRR and BIR is attached as Exhibit B.

Labor Protection

Because this transaction involves one Class II railroad and three Class III railroads, it will be made subject to the employee severance conditions described in 49 U.S.C. §11326(b).

Environmental and Historic Reports

Pursuant to 49 C.F.R. §1105.6(c)(2)(i), no environmental documentation is required because the proposed transactions are all within the GWI corporate family, and the transactions will not exceed the thresholds established in 49 C.F.R. §1105.7(e)(4) or (5).

The transactions are also exempt from the historic reporting requirements under 49 C.F.R. §1105.8(b)(2) and (3). Further, BPRR has no plans to dispose of or alter properties subject to the Board's jurisdiction that are 50 years old or older.

Respectfully submitted,



ERIC M. HOCKY
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Four Penn Center
Suite 200
1600 John F. Kennedy Blvd.
Philadelphia, PA 19103-2808
(215) 563-9400

Attorneys for Applicants

Dated: December 22, 2003

VERIFICATION

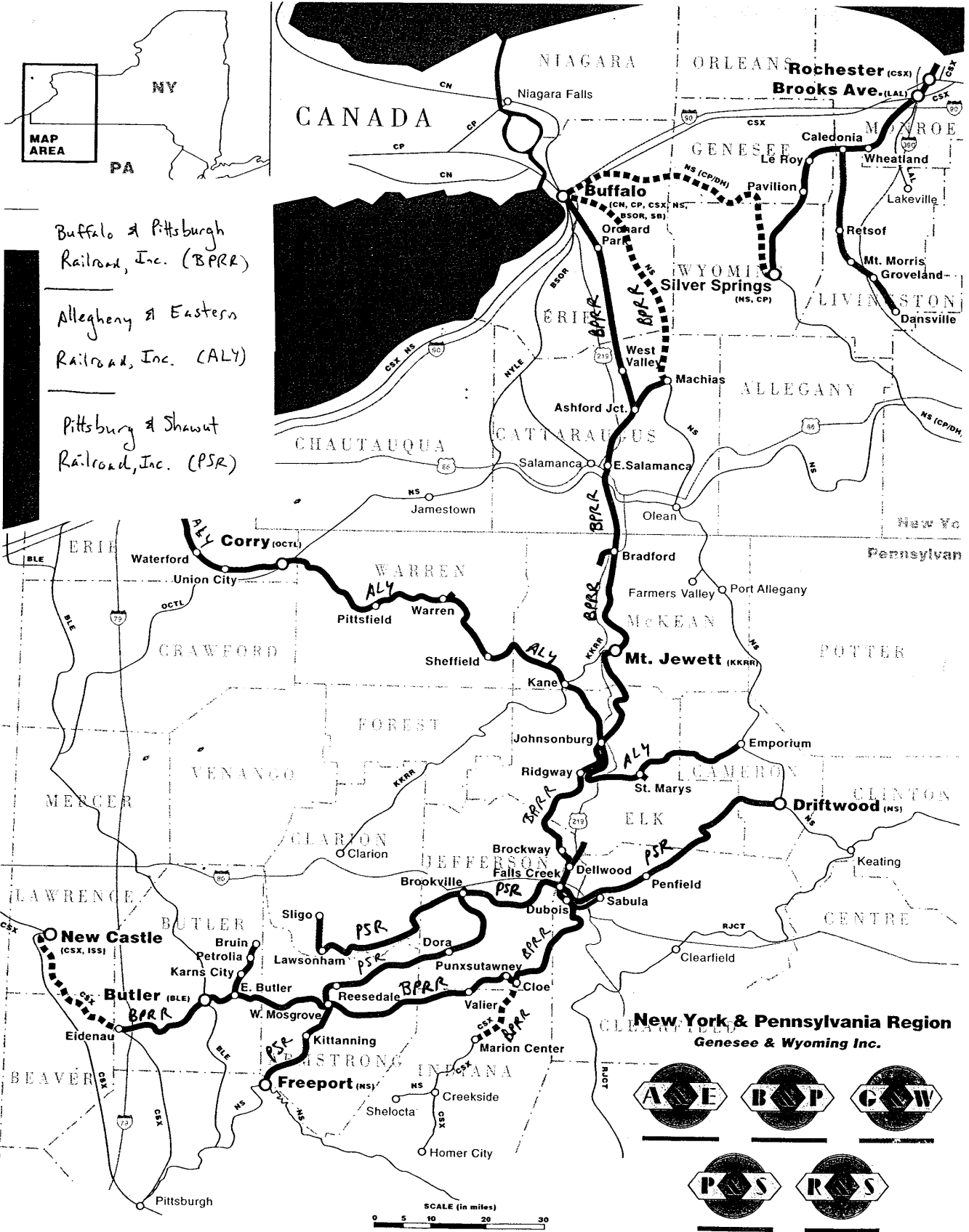
I, David J. Collins, President of Buffalo & Pittsburgh Railroad, Inc., verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on December 22, 2003.


David J. Collins

MAP

EXHIBIT A



AGREEMENT AND PLAN OF MERGER

EXHIBIT B

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is made as of this ____ day of December 2003, by and among Allegheny & Eastern Railroad, Inc., a Delaware corporation ("A&E"), Pittsburg & Shawmut Railroad, Inc., a Delaware corporation ("P&S"), Bradford Industrial Rail, Inc., a Delaware corporation ("Bradford") and Buffalo & Pittsburgh Railroad, Inc., a Delaware corporation ("B&P"). A&E, P&S, Bradford and B&P are sometimes referred to hereinafter as the "Constituent Corporations."

* * *

The authorized capital stock of B&P consists of Three Thousand (3,000) common shares, no par value, of which eleven and three-tenths (11.3) shares are issued and outstanding as of the date hereof.

All of the issued and outstanding shares of capital stock of A&E, P&S, Bradford and B&P are owned by Genesee & Wyoming Inc. ("GWI").

Upon completion of the merger contemplated hereby and assuming the Board of Directors of A&E, P&S and Bradford do not issue any additional common shares prior to the effective date of the merger, all issued and outstanding shares of A&E, P&S and Bradford shall be canceled, GWI, as the sole stockholder of each of the Constituent Corporations shall not receive any additional shares of B&P capital stock, and the authorized capital stock of B&P will consist of Three Thousand (3,000) shares of common stock, no par value, of which eleven and three-tenths (11.3) shares will be issued and outstanding.

The directors of the Constituent Corporations deem it advisable and to the advantage of such corporations that A&E, P&S and Bradford merge with and into B&P upon the terms and conditions herein provided.

The parties intend that the merger contemplated hereby shall be a tax free reorganization under Section 386(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties hereby adopt the plan of merger encompassed by this Merger Agreement and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree that A&E, P&S and Bradford merge with and into B&P on the following terms and conditions:

ARTICLE 1.

Terms and Conditions of the Merger

1.1 Merger. As soon as practicable following the fulfillment (or waiver, to the extent permitted herein) of the conditions specified herein, A&E, P&S and Bradford shall be merged with and into B&P (the "Merger"), and B&P shall survive the Merger.

1.2 Effective Time and Date. The Merger shall be effective at 12:01 a.m. on January 1, 2004, which shall be set forth in a certificate of merger with respect to the Merger (the

"Certificate of Merger") to be filed with the Secretary of State of the State of Delaware, as provided by the Delaware General Corporation Law (the "Effective Date").

1.3 Surviving Corporation. On the Effective Date, B&P, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware and shall succeed to all of the rights, privileges, powers and property of A&E, P&S and Bradford in the manner of and as more fully set forth in Section 259 of the Delaware General Corporation Law, and the separate corporate existences of A&E, P&S and Bradford, except insofar as they may be continued by operation of law, shall cease and be terminated.

1.4 Capital Stock. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders:

(a) each share of Common Stock of A&E issued and outstanding immediately prior thereto shall be canceled;

(b) each share of Common Stock of P&S issued and outstanding immediately prior thereto shall be canceled;

(c) each share of Common Stock of Bradford issued and outstanding immediately prior thereto shall be canceled; and

(d) each share of Common Stock of B&P issued and outstanding immediately prior thereto shall remain issued and outstanding subsequent to the Effective Date.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of the capital stock of A&E, P&S and Bradford shall be deemed canceled for all purposes. The registered owner of any such outstanding stock certificate shall not be entitled to exercise any voting and other rights with respect to, or receive any dividend or other distributions upon, the shares of A&E, P&S and Bradford evidenced by such outstanding certificate.

1.6 Other Employee Benefit Plans. B&P will assume all of the obligations of A&E, and P&S and Bradford under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

ARTICLE 2.

Charter Documents, Directors and Officers

2.1 Certificate of Incorporation. On the Effective Date, the Certificate of Incorporation of B&P in effect immediately prior thereto shall continue to be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 By-laws. The By-laws of B&P in effect on the Effective Date shall continue to be the By-laws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.3 Directors. The directors of B&P immediately preceding the Effective Date shall continue to be the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms or until their successors are duly elected and qualified.

2.4 Officers. The officers of B&P immediately preceding the Effective Date shall continue to be the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms or until their successors are duly elected and qualified.

ARTICLE 3.

Miscellaneous

3.1 Further Assurances. From time to time and when required by the Surviving Corporation or by its successors and assigns there shall be executed and delivered on behalf of A&E, P&S and Bradford such deeds and other instruments and there shall be taken or caused to be taken by it such further and other action as shall be appropriate or necessary in order to vest or perfect in or to confirm or record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of A&E, P&S and Bradford and otherwise to carry out the purposes of this Merger Agreement and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of A&E, P&S and Bradford or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before the date of filing of the Certificate of Merger, this Merger Agreement may be amended in any manner (except that any of the principal terms may not be amended without the approval of the stockholder of A&E, P&S and Bradford, respectively, if such amendment would in the sole discretion of the respective Boards of Directors of A&E, P&S or Bradford have a material adverse effect on the rights of such stockholder) as may be determined in the judgment of the respective Boards of Directors of A&E, P&S, Bradford and B&P to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions of Merger. The respective obligations of the Constituent Corporations to effect the transactions contemplated hereby are subject to satisfaction of the following conditions (any or all of which may be waived by any of the Constituent Corporation in their sole discretion to the extent permitted by law):

(a) GWI, as sole stockholder of A&E, shall have approved the Merger in accordance with the Delaware General Corporation Law;

(b) GWI, as sole stockholder of P&S, shall have approved the Merger in accordance with the Delaware General Corporation Law;

(c) GWI, as sole stockholder of Bradford, shall have approved the Merger in accordance with the Delaware General Corporation Law;

(d) GWI, as sole stockholder of B&P, shall have approved the Merger in accordance with the Delaware General Corporation Law;

(e) Any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of A&E, P&S, Bradford and B&P, respectively, to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. At any time before the date of filing of the Certificate of Merger, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of any of the four Constituent Corporations notwithstanding the approval of this Merger Agreement by the stockholder of A&E, P&S and Bradford or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of the Constituent Corporations, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of any of the three Constituent Corporation or their Board of Directors or stockholders with respect thereto, except that A&E, P&S and Bradford shall together pay all expenses of the Constituent Corporations incurred in connection with the Merger.

3.5 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Merger Agreement, having first been duly approved and adopted by each of the Boards of Directors of A&E, P&S and B&P is hereby executed on behalf of each of such corporations and attested by their respective officers thereunto duly authorized.

ATTEST: ALLEGHENY & EASTERN RAILROAD, INC.
a Delaware corporation

| | |
|----------------|------------------|
| By: _____ | By: _____ |
| Alan R. Harris | David J. Collins |
| Its: Secretary | Its: President |

ATTEST: PITTSBURG & SHAWMUT RAILROAD, INC.
a Delaware corporation

| | |
|----------------|------------------|
| By: _____ | By: _____ |
| Alan R. Harris | David J. Collins |
| Its: Secretary | Its: President |

ATTEST: BRADFORD INDUSTRIAL RAIL, INC.
a Delaware corporation

| | |
|----------------|------------------|
| By: _____ | By: _____ |
| Alan R. Harris | David J. Collins |
| Its: Secretary | Its: President |

ATTEST:

BUFFALO & PITTSBURGH RAILROAD, INC.
a Delaware corporation

By: _____
Alan R. Harris
Its: Secretary

By: _____
David J. Collins
Its: President